

EXHIBIT C

BEST BUY LETTER AGREEMENT

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Corporate Office 650 Liberty Avenue, Union, NJ 07083

October 7, 2011

Best Buy Stores, L.P.
7601 Penn Avenue South
Richfield, Minnesota 55423

Re: Water Tower Place Shopping Center, West Des Moines, Iowa
("Shopping Center")

Ladies/Gentlemen:

Buy Buy Baby, Inc., a Delaware corporation ("**BBB**"), is negotiating or has executed a lease (the "**BBB Lease**") for retail premises (the "**BBB Premises**") in the Shopping Center. Best Buy Stores, L.P., a Delaware limited partnership ("**Best Buy**"), has executed a lease (the "**Best Buy Lease**") for retail premises (the "**Best Buy Premises**") in the Shopping Center. Our signatures below shall constitute our agreement to all of the following terms and conditions.

1. Notwithstanding any provisions of the Best Buy Lease to the contrary, BBB, and its assignees and sublessees of all or any portion of the BBB Premises, shall be subject to the Best Buy exclusive use restrictions (the "**Best Buy Exclusive**") set forth in the Best Buy Lease (a copy of which is annexed hereto as Exhibit A), except that the Best Buy Exclusive shall not apply to the business operations in the BBB Premises by BBB and/or its "Affiliates" (hereinafter defined) so long as they are operating primarily as a baby specialty store selling a variety of products for infants, juveniles and children 0-4 years in age.

2. "**Affiliates**" for purposes of this letter agreement shall mean and include: (a) a parent, subsidiary or an entity or association which controls or is controlled by or is under common control with Tenant; (b) an entity or association which purchases all or substantially all of the assets or ownership interests of BBB; or (c) an entity or association that purchases the majority of BBB's retail stores in the State in which the Shopping Center is located. As used herein, "**control**" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise.

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Please sign and return the enclosed copy of this agreement to the undersigned, to indicate your agreement to all of the foregoing provisions. Thank you.

Very truly yours,

BUY BUY BABY, INC.,
a Delaware corporation

By: 

Seth Geldzahler
Assistant Secretary and
Authorized Signatory *z*

ACKNOWLEDGED AND AGREED:

BEST BUY STORES, L.P., a Delaware limited partnership

By: BBC Property Co., a Minnesota corporation
Its General Partner

By: 

Name: Patrick Motre

Title: Vice President

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Exhibit A

Best Buy Exclusive

Tenant shall initially use the Premises for sales, rental, service and warehousing (and if applicable, installation in motor vehicles) of the product categories listed below and thereafter for any lawful retail use that is not in violation of any exclusives existing as of the date of full execution of this Lease. In the event that Tenant or its assignee(s) or sublessee(s) cease operating the Premises as a Best Buy store or a store maintaining substantially the same business as a Best Buy store, Tenant will not engage in the sale of (a) books, (b) periodicals, (c) video products, (d) CD-ROMs, and/or (e) music products (in any current or future format of such enumerated items) unless the subject matter of such items is directly related and ancillary to the primary use of such other tenant's premises (e.g., a computer store which sells books or periodicals dealing with computer products, or decorating books sold by Homeplace) and not more than one hundred (100) square feet (or not more than two hundred (200) square feet for stores occupying more than twenty-five thousand (25,000) square feet) of surface display area is devoted to the retail display of such related items. Landlord shall not permit any person or entity other than Tenant to sell, rent, service and/or warehouse (and, if applicable, installation in motor vehicles) the following product categories: electronic equipment or appliances (including, without limitation, televisions, stereos, video recorders); major household appliances (including, without limitation, refrigerators, freezers, stoves, microwave ovens, dishwashers, washers and dryers); personal computers and peripherals, computer software; car radios, stereos, tape decks or phones, entertainment software including compact discs, music videos, and prerecorded tapes; telephones, telecopy, facsimile and photocopy machines; photographic cameras or equipment; or any other related items without Tenant's prior written consent which may be granted or withheld in Tenant's sole discretion.

This Article [30] shall not apply to (i) Movies to Go for the rental of prerecorded video tapes, or (ii) the sale of video games by existing tenants or occupants of the Shopping Center in their respective locations and store configurations existing as of the date of full execution of this lease. Further, the foregoing restrictions shall not apply to Border's Books while being operated as such within the Shopping Center.